

U. S. WEATHER BUREAU, APRIL 10—  
Last 24 hours' rainfall, Trace; Temperature, max.  
74; min. 67. Weather, cloudy.

Established July 2, 1895.

SUGAR.—96° Test Centrifugals, 4.93c; Per  
Ton, \$98.60; 88 Analysis Beets, 14s 4 1-2d; Per  
Ton, \$101.40.

VOL. XLI, NO. 7075.

HONOLULU, HAWAII TERRITORY, TUESDAY, APRIL 11, 1905.

PRICE FIVE CENTS.

## THE BREWER'S WHARF CONTRACT IS EXAMINED

**Session Marked by Striking Testimony  
and Lively Tilts Between Gil-  
man and Holloway.**

The Brewer's wharf contract was under fire last evening at a meeting of the House Committee of Public Expenditures. The meeting was attended by a large number of men interested in contracts in general, while those directly interested—Mr. Gilman of the Hawaiian-American Engineering and Construction Company, and the Superintendent of Public Works, J. W. Mason or Hilo, were present in person, and were also represented by attorneys. The investigation was not ended last evening, as Superintendent Holloway has half a dozen witnesses to place on the stand tonight. Mr. Gilman and Marston Campbell were the principal witnesses last evening for the Hawaiian-American Engineering and Construction Co. There were one or two sharp tilts between Mr. Gilman and Mr. Holloway.

A statement was made by the Hawaiian-American Engineering and Construction Co. in regard to a number of enterprises it had engaged in on behalf of the Territory, among them being cited especially the Brewer's wharf contract. The company stated that on February 20, 1904, it was the lowest and successful bidder for the Brewer wharf, which was contested by John Lucas, and eventually lost to the H. A. E. & C. Co., incurring a total loss to them of \$28,000, for supplies, materials, labor, etc. They asked for reimbursement for losses sustained and that the Territory purchase the materials now on their hands.

D. L. Withington said he represented the H. A. E. & C. Co.; L. A. Thurston said he represented the Hilo Mercantile Co., for the supplies furnished, and Mr. Prosser said he represented Superintendent of Public Works Holloway.

### MR. WITHINGTON TALKS.

Mr. Withington said that a contract on March 5 was to remove the old Brewer wharf and for building the new wharf and shed, for the sum of \$35,700. He said shortly afterward John Lucas said that the law had not been complied with in advertising for bids, and the Supreme Court upheld this view; that with reference to the old piles it rested with the Superintendent of Public Works how many of these could be used. This caused ambiguity. It was uncertain, not found as meaning any imputation. The work was stopped by law.

The H. A. E. & C. Co. had, however, removed the old wharf before the decision of the Supreme Court, and supplies had arrived. Then when the second advertisement for bids was made public it was found the specifications contained some surprising provisions, and the H. A. E. & C. Co. could not bid. It was charged that the lumber of the H. A. E. & C. Co. was pronounced not of merchantable quality. Mr. Withington said the lumber came through the Hilo Mercantile Co., and was originally purchased on the coast. The lumber was exported. It was valued at \$16,700. The result of the export, in measurements, showed a small

shortage in such measurement, amounting intrinsically to about \$300. As to the 1 1-2 inch lumber, it was good, but there was some poor mill work on it. The value of the 1 1-2 inch stuff, however, has been taken out of the bill brought against the Territory. All the lumber was inspected here by a representative of the Pacific Coast Lumber Association. Mr. Withington said he had witnesses to substantiate his statements.

The original specifications were of the kind which prevail in wharf contracts on the coast, but for the second bid the specifications were needlessly changed, so that the bids went up to \$57,000. Their original bid had been \$37,000. Instead of merchantable lumber, the second call for bids called for "special" lumber. As to the bids, the lowest new bid had not been accepted.

The cargo of lumber has been thrown back upon their hands without any fault of the company.

### MR. THURSTON HEARD.

L. A. Thurston wished to explain why they came to the Legislature instead of the courts. They were helpless to go to the court. There is nothing to prevent the Territory to call for any kind of method for building the wharf. They could call for brick or concrete wharf. The Territory did call for "merchantable" lumber. That has been changed. "Merchantable" lumber is the kind that has always been used here, as well as on the coast. The same with copper. Heretofore it was 18-ounce. Therefore it is an injustice to change to 20-ounce, although the Territory can do so if it wants to. Under the circumstances, being powerless before law, the company appeals to the Legislature.

### MR. GILMAN CALLED.

Mr. Gilman, manager of the H. A. E. & C. Co., was then called. He told of the making of the contract. He did not know there was anything wrong with it. The company pulled up the old wharf. The supplies were called for to Mr. Amner at San Francisco as soon as the contract was signed. The company has never received any pay for what it has done. The company had expended in cash on the contract \$2,857.49. The total value of the material bought and remaining on hand, was \$21,944.86. A bare contractor's profit on the whole job would be but 15 per cent.

The lumber arrived on the schooner Irene, and it was inspected by Mr. Whitson. The value of the cargo was \$16,884. When the specifications were changed the entire supplies on hand were useless.

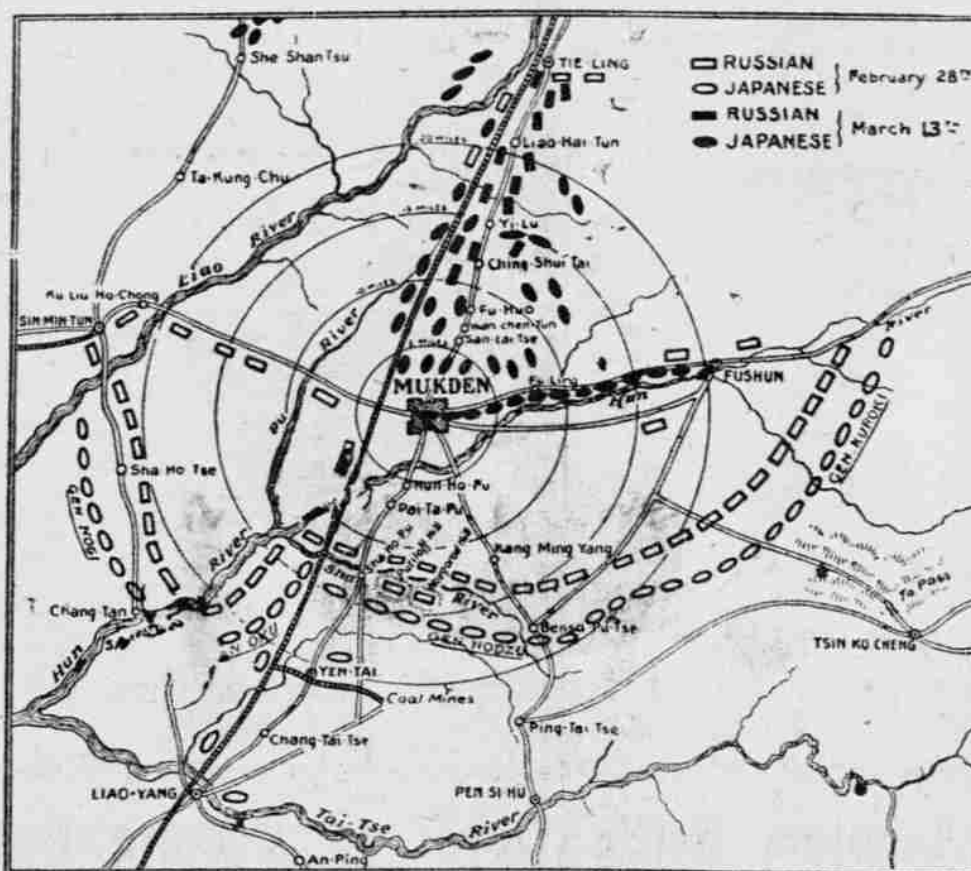
Mr. Prosser at this time asked if Mr. Gilman could not file a written statement of the changes alleged, and he would file a copy of the original contract.

Mr. Prosser asked Mr. Gilman if the lumber cargo was inspected at San Francisco. He replied it was not, but had been at Portland.

Mr. Prosser, showing a copy of the manifest, asked whether there were

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## THE BATTLE OF MUKDEN.



POSITIONS OF THE CONTENDING ARMIES BEFORE AND AFTER THE RUSSIAN DEFEAT.

## CLAIMS RAPID TRANSIT CARS RUN TOO FAST

**Attorney General Brings Proceedings Charging Speed Limit Has Been Exceeded and the Whole System is Demoralized.**

Yesterday afternoon the Attorney-General sued out a writ before Judge Whitney charging the Rapid Transit Company with having exceeded the rate of speed provided for in its charter at which the cars of the company can be run. The writ is issued under the provisions of Section 442 of the Revised laws of Hawaii, which provides that the cars of the company can be run at a rate of speed of not exceeding eight miles an hour between Ala-pai and Liliha streets on the South and east, and Judd street and the Pau-ao road on the north, and at a speed of twelve miles an hour outside of these limits.

It is charged on the writ that on the 5th day of April a car of the company was run on Beretania street, near Victoria, at the rate of over 28 miles an hour. The writ is made returnable before Judge Whitney on April 13.

Last night orders were issued to all the motormen and conductors of the Rapid Transit Company to consume not less than five minutes between all switches, that being the schedule time, and not to attempt to make up any time if, by reason of frequent stoppages, any time should be lost. This will hold the men strictly to the company's schedule—but, as a result of the order, the street car system was almost knocked into a cocked hat, and a great many people who were belated down town found that their cars were not on time at their usual places, and a great many more found that they could not or did not make the usual connections.

This same state of affairs will obtain

today, with the probable result that the public will be greatly inconvenienced. And, more than that, some of the runs will no doubt be shortened up because, by strict adherence to schedule, it will be a physical impossibility for the cars to reach terminal points. For instance, it is said that the cars that have heretofore run to the Honolulu Iron Works can get no farther than the naval docks under the new system, and it is doubtful whether the Beretania street cars can make the Pawao connection. The Nuuanu street cars, also, will not be able to reach King street, and so will be stopped at the switch on upper Fort street, and it is likewise possible that these cars will not be able to reach the upper terminal on Nuuanu street.

"In arranging its operating schedule with reference to the spacing of its meeting points," said President Peck of the Rapid Transit last night, "the company has more than met the requirements of the statute. That is to say, while the limit of speed rate allowed is twelve miles an hour or one mile in five minutes, no switches are as much as a mile apart, being drawn together to allow for time consumed in stops to accommodate the intervening traffic; while in the heart of the city, where the speed limit is eight miles an hour, or two-thirds of a mile in five minutes (the running time between all turn-outs) the switches are but little over half a mile apart, so that when the cars are on time, which is generally the case, they run strictly within the legal rate of speed.

"Any temporary excess of speed is made for the sole purpose of making up time, (which is always done grad-

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## SAIGON MAY SHELTER THE CZAR'S FLEET

**No Meeting as Yet Between the  
Hostile Sea Forces—American  
Neutrality Protected.**

(ASSOCIATED PRESS CABLEGRAMS.)

PARIS, April 11.—It is believed that Rojestvensky has planned to inflict losses on the Japanese equal to his own, thus reducing the enemy's effectiveness and giving the Russians superiority when Admiral Nebogatoff's squadron reinforces the main fleet.

### JAPANESE MOVING WEST.

MANILA, April 11.—A steamer arriving here reported sighting two Japanese cruisers on Sunday in the China sea heading for Singapore.

### THE SAIGON DRYDOCK.

WASHINGTON, April 11.—The drydock at Saigon is capable of accommodating the Russian ships and the fact may prove an embarrassment to France.

### TOO SHALLOW FOR RUSSIANS.

PARIS, April 11.—Saigon harbor is too shallow for Russian dockage.

### UNCLE SAM WATCHFUL.

WASHINGTON, April 11.—The U. S. cruiser Raleigh and several torpedo boats are en route to the island of Palawan to observe any naval hostilities which may occur in those waters and to protect neutrality.

### AFTERNOON REPORT.

HARBIN, April 10.—The Japanese turning movement east of Kirin is progressing presumably under General Oku.

GUNSHU PASS, April 10.—General Linevitch has disgraced a number of Russian officers for cowardice.

CHICAGO, April 10.—An unconfirmed special dispatch from Hongkong says that Admiral Togo lost five vessels in an encounter near Singapore.

ST. PETERSBURG, April 10.—During prayers at the High School at Romny the portrait of the Emperor was destroyed by an explosive. Four persons were injured.

SINGAPORE, April 10.—The ships of the Russian squadron were sighted yesterday 150 miles north of here.

Four warships apparently Japanese were near Saigon April 7th.

## IN DISTURBED RUSSIA.

ST. PETERSBURG, April 11.—The committee to formulate a plan for a popular assembly is meeting constantly. A pan-Russian Congress of attorneys-at-law, in session here, has been dispersed by the police as unsanctioned.

## DEAD BANDITS IDENTIFIED.

SAN FRANCISCO, April 11.—Two men who were shot and killed after robbing a saloon at Lordsburg, N. M., have been identified by a local detective as the Gates brothers who held up the Oregon express at Copley last March.

## CRIPPLE CREEK AFTER MATH.

CRIPPLE CREEK, April 11.—Forty-six cases of citizens accused of deporting miners have been nolle prossed. There was no chance of conviction.

## GERMAN AGENT ARRESTED.

PARIS, April 11.—A German agent has been arrested here for complicity in military conspiracies.

## NAN PATTERSON'S ACCOMPLICES.

CINCINNATI, April 11.—Morgan Smith and wife are voluntarily returning to New York.

## LATE SHERIFF ANDREWS RELEASED FROM JAIL

L. A. Andrews, former Sheriff of Hawaii, for a little while yesterday languished in Hilo jail. He was released under a wireless telegram sent late in the afternoon, following the issuance of a temporary writ of prohibition, addressed to Circuit Judge C. F. Parsons, by the Supreme Court.

The imprisonment of Mr. Andrews was for default of payment of a fine of \$50 for contempt of court, Judge Parsons having refused to entertain his appeal from the sentence for contempt. It was the climax of a series of drastic orders made by the Judge of the Fourth Judicial Circuit, which he will have an opportunity of justifying before the Supreme Court on Friday the 21st inst.

In the petition for order to Judge Parsons to show cause why writ of prohibition should not issue filed on behalf of L. A. Andrews by Lorin Andrews, Attorney General, the story of all of the proceedings is told. Stripped of legal particularity, it is here reproduced.

Sheriff Andrews was in attendance upon the May term, 1904, of the

Fourth Circuit Court, at which Judge Gilbert F. Little presided. There were three criminal cases upon the calendar, respectively, against Knooka, Kawi and Kannaole, being appeals from judgments of the District Magistrate of Puna, wherein each of the defendants were fined \$50 and costs for assault upon a police officer. A motion by Deputy Attorney General M. F. Prosser, that the appeals be dismissed for irregularities in the papers, was granted and an order dismissing the appeals entered.

Within legal time the defendants perfected appeals to the Supreme Court from Judge Little's order. At the time of the Circuit Court's dismissal of the appeals the defendants were represented by the law firm of Smith & Parsons, the members thereof being the present Representative, Carl S. Smith, and the present Judge Parsons. In the Supreme Court the appeals were dismissed and a remittitur issued to the Fourth Circuit Court, requiring the said court to execute the judgments appealed from. Thereafter Judge Parsons, having meantime succeeded Little, issued an order in pursuance of which the fines and costs of the de-

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LORIN ANDREWS OF HILO.